



STANDARD CONTRACT
CITY OF BOSTON/COUNTY OF SUFFOLK

(FORM CM 10 and 11)

CONTRACT NO. 33107-12

DEPARTMENT - INVOICE MAILING ADDRESS Boston Transportation Department Room 224, Boston City Hall Boston, MA 02201	SERVICE LOCATION ADDRESS Various, i.e., rooms 224 and 721 at City Hall, Frontage Road Tow Lot, Southampton Street Operations
CONTRACTOR'S NAME AND ADDRESS Affiliated Computer Services, Inc ACS State and Local Solutions 260 Franklin Street Suite 500 Boston, MA 02110	
PLEASE INCLUDE ZIP CODE	

BY	Account	Fund	Org	Program	Sub-CI	Project/Grant	Amount
2012	52906	100	253100	0000	0000		\$5,871,360.00

FIN or SSN 131996647
Vendor ID 25460

DESCRIPTION OF SERVICES FOR WHICH CITY/COUNTY AGREES TO PAY IF RENDERED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS ATTACHED AND/OR INCORPORATED BY REFERENCE (continue on separate 8 1/2" x 11" sheet(s) if necessary) Provision and operation of a Parking Violation / Parking Management Information Services System (PVPMISS) and related support services. Pursuant to this Contract ACS will also serve as the City's collection agency for delinquent parking fines. Compensation under this provision derives from the collection of the fines, and does not involve the appropriation of city funds. The amounts collected via this proposition are to be deposited into the City's account in accordance with instructions by the collector-Treasurer, and the City will remit payment to ACS once per month. The following documents are incorporated by reference: (1) The Request for Proposals issued by the Commissioner of Transportation dated December 21, 2009 and (2) The Proposal from ACS dated February 17, 2010.	TERM (MO/YR) 7/1/11 thru 6/30/12
TOTAL AMOUNT NOT TO EXCEED	\$ 5,871,360.00

* INSERT BASIS OF COMPENSATION: \$ PER HOUR / \$ PER DIEM

AUDITOR APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS IN THE AMOUNT OF \$4,500,000.00 SIGNATURE DATE 7/15/11	CONTRACTOR AGREES TO PROVIDE THE SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS. (IF CORPORATION, ATTACH AUTHORITY TO SIGN.) SIGNATURE Executive Vice President TITLE 6/16/11 DATE	AWARDING AUTHORITY/OFFICIAL ATTACH APPROVED LETTER OF AWARD AND OTHER REQUIRED DOCUMENTS. SIGNATURE 8.2.11 DATE
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ATTACHMENTS: (✓ CHECK ALL APPLICABLE DOCUMENTS ATTACHED)

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> AWARD LETTER | <input type="checkbox"/> REGISTER OF PROPOSALS | <input checked="" type="checkbox"/> PERFORMANCE BOND |
| <input type="checkbox"/> ADVERTISEMENT | <input type="checkbox"/> BID RESPONSE FORM | <input checked="" type="checkbox"/> CERTIFICATE OF AUTHORITY |
| <input type="checkbox"/> DETERMINATION TO USE RFP | <input type="checkbox"/> PROPOSAL/APPLICATION | <input type="checkbox"/> NO-RISK CERTIFICATE |
| <input type="checkbox"/> JUSTIFICATION FOR REQ. CONTRACTS | <input checked="" type="checkbox"/> CONTRACTOR CERTIFICATION | <input checked="" type="checkbox"/> INSURANCE CERTIFICATE(S) |
| <input type="checkbox"/> LIVING WAGE FORMS | <input type="checkbox"/> PURCHASE DESCRIPTION/ SPECIFICATIONS | <input type="checkbox"/> REQUIREMENTS CONTRACTS GENERAL CONDITIONS |
| <input checked="" type="checkbox"/> BID OPENING CERTIFICATE | <input type="checkbox"/> EVALUATION CRITERIA (RFP'S) | <input type="checkbox"/> SPECIAL AGREEMENT(S) |

Approved as to form by Corporation Counsel May, 1999

No payment will be made until the original copy of the executed contract is filed with the Auditing Department

CITY OF BOSTON/COUNTY OF SUFFOLK
STANDARD CONTRACT GENERAL CONDITIONS

FORM CM 11

ARTICLE 1 - DEFINITION OF TERMS:

- 1.1 The following terms or pronouns used in their stead wherever they appear in these Contract documents shall be construed as follows:
- 1.1.1 "City" shall mean the City of Boston or the County of Suffolk.
- 1.1.2 "Contract" and "Contract Documents" shall include, as applicable, all Advertisements, Invitations for Bids, Requests for Proposals, Proposals, Applications, Purchase Description/Specifications, Evaluation Criteria, Performance Bonds, General Conditions/Special Agreements/Requirements Contract General Provisions, letter to the Mayor of Boston concerning the award of the Contract, and all amendments thereto, which documents are incorporated herein by reference.
- 1.1.3 "Contractor" shall mean the individual, partnership, corporation or other entity to whom this Contract is awarded.
- 1.1.4 "Official" shall mean the awarding authority/officer acting on behalf of the City in the execution of the Contract.

ARTICLE 2 - PERFORMANCE:

- 2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.
- 2.2 The Contractor shall, upon written request of the Official, remove from City premises and replace all individuals in the Contractor's employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.
- 2.3 All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official.

ARTICLE 3 - ACCEPTANCE OF SERVICE:

- 3.1 The City shall have a reasonable opportunity to inspect all service performed by and work product of the Contractor and accept or reject such service or work product.

ARTICLE 4 - TIME:

- 4.1 It is understood and agreed that all specified times or periods of performance are of the essence of this Contract.

ARTICLE 5 - COMPENSATION:

- 5.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing service, labor and expenses for which compensation is due and requesting payment for services rendered by the Contractor during the period covered by the invoice.
- 5.2 Thereupon the Official shall estimate the value of services accepted by the City, and City shall pay to the Contractor such amount less sums retained under the provisions of Article 6 of these General Conditions.
- 5.3 The City shall pay in full and complete compensation for services performed under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule.
- 5.4 In the event that this Contract provides for reimbursement by the City to the Contractor for travel or other expenses, the Contractor shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses, unless the Contract specifically provides otherwise.
- 5.5 The Contractor shall furnish such information, estimate or vouchers relating to the services or to documentation of labor or expenses as may be requested by the Official.

ARTICLE 6 - RELATIONSHIP WITH THE CITY:

- 6.1 The Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall have no capacity to involve the City in any contract nor to incur any liability on the part of the City. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.
- 6.2 Unless the terms and conditions for the delivery or provision of goods or services by the Contractor to the City specified by this Contract are expressly set forth in a writing incorporated herein by reference, such delivery of goods or services shall require written approval of or direction by the Official prior to the incurrence of any liability by the City.

- 6.3 All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the Official and Contractor and filed with the City Auditor.
- 6.4 Any waiver, expressed or implied, by the City or the Official of any rights, terms or conditions of this Contract shall not operate to waive such rights, terms or conditions or any other rights, terms or conditions, beyond the specific instance of waiver.

ARTICLE 7 - ASSUMPTION OF LOSS AND LIABILITY:

- 7.1 The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.
- 7.2 The Contractor shall bear all loss resulting from any cause before performance of services is completed and after performance of services if the service or work product fails to conform to specifications.
- 7.3 The Contractor shall assume the defense of and hold the City, its officers, agents or employees, harmless from all suits and claims against them or any of them arising from any act or omission of the Contractor, its agents or employees in any way connected with performance under this Contract.

ARTICLE 8 - REMEDIES OF THE CITY:

- 8.1 If the Contractor shall provide services in a manner which is not to the satisfaction of the Official, the Official may request that the Contractor refund services at no additional cost to the City until approved by the Official. If the Contractor shall fail to provide services or shall provide services which are not satisfactory to the Official, the Official, at the alternative, may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract or nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor.
- 8.2 If the damages sustained by the City as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand.
- 8.3 The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Contractor has notified the Official in writing of such cause within fourteen (14) days after its occurrence.

- 8.4 This Contract may be terminated at any time for the convenience of the City at the option of the Official by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, to the Contractor at the Contractor's option, compensation specified in this Contract.
- 8.5 The Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in this Contract.

ARTICLE 9 - REMEDIES OF CONTRACTOR:

- 9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the City is legally responsible, the City may allow a sum equal to the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the City.

ARTICLE 10 - PROHIBITION AGAINST ASSIGNMENT:

- 10.1 The Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of the Official.

ARTICLE 11 - COMPLIANCE WITH LAWS AND PUBLIC POLICY:

- 11.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts.
- 11.2 The Contractor shall provide, at its sole expense, all necessary licenses, permits or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.
- 11.3 The Contractor shall where applicable take out and maintain during the term of this Contract such Worker's Compensation insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Worker's Compensation Law).
- 11.4 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, religious creed, national origin or age. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

- 11.5 The Contractor's attention is called to General Laws c. 268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any City officer, agent, employee or any other party, nor shall the Contractor make gifts regarding this Contract or any other matter in which the City has a direct and substantial interest.
- 11.6 The Contractor shall keep himself fully informed of all City Ordinances and Regulations, and State and Federal laws, which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall protect and indemnify the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions of the Contractor, its agents, or employees.

- 11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (Ordinances of 1987, Chapter 14), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows: (1) That the contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

ARTICLE 12 - AVAILABLE APPROPRIATION:

- 12.1 This Contract is subject to the availability of an appropriation therefor.
- 12.2 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, s. 53A.
- 12.3 When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.
- 12.4 Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the City Auditor as available funds under this Contract may be increased or decreased by the Official with the written approval of such change by the City Auditor. In the event of any decrease in the amount certified, the Contractor shall be compensated for services rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

ARTICLE 13 - RELEASE OF CITY ON FINAL PAYMENT:

- 13.1 Acceptance by the Contractor of payment from the City for final services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Contractor notifies the Official in writing within six (6) months after such payment.